

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

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|------------------------------------|---|----------------------|
| In the Matter of                   | ) |                      |
|                                    | ) | WT Docket No. 02-55  |
| City of Irving, Texas              | ) |                      |
|                                    | ) |                      |
| and                                | ) |                      |
|                                    | ) | Licensee Call Signs: |
| Sprint Nextel Communications, Inc. | ) | WQCJ480 and WPJQ645  |
|                                    | ) |                      |
|                                    | ) |                      |
|                                    | ) |                      |

**SUPPLEMENT TO REQUEST FOR EXTENSION OF TIME**

The Licensee, the City of Irving, Texas (the "City"), through its Special Counsel, Kissinger & Fellman, P.C., hereby respectfully submits this supplement to its request for extension of time filed on December 28, 2007 as follows:

1. On December 28, 2007 the City filed a Request for Extension of Time to submit a cost estimate to Sprint Nextel Communications, Inc./Sprint Corporation ("Sprint"), as set forth in the Federal Communications Commission (the "Commission") Public Notice FCC 07-168, released September 12, 2007, "FCC Announces Supplemental Procedures And Provides Guidance for Completion of 800 MHz Rebanding" (the "Notice").

2. The City cited two primary grounds for this request. The first was that the City had not received all the required information it needed from Sprint in a timely manner, in order to set up its internal accounting system to complete the planning in the required time. The second was the recently discovered need for additional work that would require additional time to complete the planning process. This supplemental filing is intended to correct an inadvertent

misstatement made by the City with respect to the first issue in support of the City's need for an extension of time.

3. In its filing, the City represented that while Sprint had provided the required notification materials to the Mayor of Irving as required by the Plan Funding Agreement ("PFA"), Sprint did not provide copies of that information to the City's Project Manager, Gary Gilbert, Assistant City Attorney Rodney Adams, or the City's outside legal counsel, Kenneth S. Fellman. Specifically, the City alleged that "Sprint did not send the final signed copy of the fully executed PFA with the Deal Number or the process for reimbursement as required." Request for Extension of Time, para. 1. While delivery to the Mayor comprised "official notice" under the PFA, the PFA also required that copies be sent to the other named individuals. In particular, it is crucial that Mr. Gilbert receive copies of all correspondence and other materials related to the PFA, as he is in the individual directly responsible for the City's planning process.

4. On January 10, 2008, the undersigned received an email message from James Goldstein at Sprint explaining that Sprint had looked into the allegations of the City's request for extension of time, and determined that when Sprint sent its materials to the Mayor, it also sent some, but not all of those materials to the undersigned, as the City's outside counsel, via Federal Express, and had received confirmation that the information was received by this office on November 26, 2007. Sprint additionally claimed that it believed it sent additional copies of everything the Mayor received to Messrs. Gilbert and Adams, although it acknowledged that it did not send that information by Federal Express or any other delivery service which would indicate that the materials had been received by the appropriate parties at the City.

5. Upon internal investigation, the undersigned has discovered that Sprint did in fact send a copy of the cover letter from Omar Saeed at Sprint to Mayor Herbert Gears of the City,

along with a signed copy of the Plan Funding Agreement, to undersigned counsel although the mailing specifically did *not* include any of the information sent to the Mayor which identified the Deal Number or contained any of the procedures required for the City to follow in order to receive reimbursement for its planning costs. We have determined that these two documents (the cover letter and the signed PFA) were received in this office on November 26, 2007. The undersigned's legal assistant was on vacation at that time, and the undersigned was out of the office for most of that day. Apparently, the documents were placed in the file inadvertently prior to them being brought to my attention. Therefore, the representation in the Request for Extension of Time that Sprint did not send anything to the undersigned was inaccurate, and we sincerely apologize to the Commission and to Sprint for the error.

6. The City respectfully submits that this new information should not affect the Request for Extension of Time in any substantive way, as even Sprint acknowledges that it did not send all of the information delivered to the Mayor to the City's outside counsel, and the information that was omitted from the package sent to outside counsel was the information that City Staff needed in order to be able to set up the internal accounting processes necessary to obtain payment for planning activities.

7. Moreover, while Sprint's January 10, 2008 email message indicates that it believes it sent copies of the information sent to the Mayor to Messrs. Gilbert and Adams, upon additional investigation, the City can assert unequivocally that neither Messrs. Adams nor Gilbert received any mailing from Sprint containing any information whatsoever regarding the signed PFA and/or the Deal Number and procedures required in order for the City to obtain payment for planning activities.

8. In conclusion, the City and specifically its outside counsel, regrets the error on counsel's part that resulted in inaccurate information being provided to the Commission in connection with the Request for Extension of Time, and again wishes to apologize and correct the record. At the same time, the City reiterates its request for an additional sixty (60) days to complete the planning process for the reasons set forth in its original filing and clarified in this supplemental filing.

Dated this 17<sup>th</sup> day of January, 2008.

Respectfully submitted,

KISSINGER & FELLMAN, P.C.

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## CERTIFICATE OF SERVICE

I hereby certify that on this 17<sup>th</sup> day of January, 2008, a true and correct copy of the foregoing Supplemental Request for Extension of Time was served via email and/or U.S. Mail on the following:

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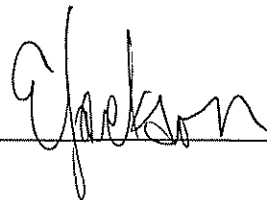
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By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Jackson", is written over a horizontal line.